

M&G Affordable Living RP Limited (“MAL”)

Compensation Policy

Landlord: MAL Affordable Living RP Limited “MAL”

Version: MAL 1.0

Created: February 2026

Review: February 2028

Authors: Director Asset Management

1. Our policy statement

1.1 MAL’s aim is to provide a good quality service to all our clients. When we fail to meet these standards and commitments, we will take action to put this right as quickly as possible. When rectifying the situation, if an apology is not sufficient, through our managing agents, we will consider offering compensation. The compensation we offer should restore the person to the position they would be in had the service failure not occurred.

1.2 This Policy has been created in accordance with the Housing Ombudsman Service compensation guidelines and applies to:

- Residents
- Leaseholders (including shared owners)
- Applicants for one of our homes
- People who live close to, or are affected by, a property we own or manage

2. Compensation

2.1 Mandatory (statutory and contractual) compensation

Through our managing agents, we may consider practical action to provide all or part of a suitable solution to the service failure. For example, we may compensate you by:

- Agreeing a temporary solution to the problem, such as providing an alternative form of heating until there’s a permanent solution
- Carrying out additional repair or decoration works beyond our normal service offer or contractual requirements

2.2 Compensation for quantifiable loss

Compensation payable for quantifiable loss is where the service failure has resulted in a measurable loss. Examples include:

- Higher energy costs of running alternative sources of heating when we’ve failed to repair the heating system within a reasonable timeframe
- Higher water bills due to our failure to remedy a leak
- Paying for repairs where we’ve failed to meet our obligations
- Reimbursing bank charges for an error in direct debit collection

We will consider paying compensation for all or part of the loss. You must provide evidence of the costs, which have been reasonably incurred.

2.3 Discretionary compensation

M&G Affordable Living RP Limited (“MAL”)

Through our managing agents, we may make discretionary compensation payments to recognise the inconvenience or loss caused by the service failure. We assess discretionary compensation on a case-by-case basis.

Examples of situations where we may make a discretionary compensation payment include:

- Failure or delay providing a service, for example completing a repair
- Failure to meet target response times
- Failure to meet our standard of service
- Not following our policies or procedures
- If you lose the use of accommodation or facilities, such as being unable to use a room or having no heating or hot water
- Poor complaint handling

2.4 When we won't pay compensation

Examples of when we will not award compensation, this list is not exhaustive:

- For personal injury or other public liability insurance claims
- For claims of damage caused by circumstances beyond our control (e.g. through storm or flooding)
- For claims that should be covered by a home contents insurance policy, which you are responsible to obtain. This includes damage to your belongings (including floor coverings) through leaks, flood, or fire
- Where the loss is due to lack of action, neglect, wilful damage, or misuse by you, your household, or a guest
- For issues subject to legal proceedings or disrepair claims
- For loss or damage caused by a third party unrelated to MAL. For example, a utility company, or another resident
- When we have fulfilled our statutory and contractual obligations
- For loss of earnings or annual leave
- Communal repairs/amenities (e.g. communal lighting, intercom systems, parking spaces)

3. Managing a compensation request

- 3.1 You must make a compensation request within six months of the failure, fault, or event unless exceptional circumstances prevented this. You must continue to pay your rent and/or service charge while we consider your request.
- 3.2 We will consider each case individually and calculate compensation according to what's fair in the circumstances. As part of our investigation, we may request supporting information from you. Failing to provide the necessary information could affect the outcome of the investigation.
- 3.3 When calculating an award of compensation, we will consider the extent, severity, impact of the failure, vulnerabilities and individual circumstances.
- 3.4 Our managing agents will respond to compensation requests within 10 working days of the date we receive your claim. We will include an apology and explanation for the service failure.
- 3.5 If you aren't satisfied with the compensation offer, you may request for the offer to be reviewed by a Senior Employee who will review and respond to your request within 20 working days. We manage this process in line with our Complaints Policy.
- 3.6 We may make payments by:
 - Crediting your rental account
 - BACS (electronic payment direct to your bank account)

M&G Affordable Living RP Limited (“MAL”)

- Retail voucher

4. Policy review

We will review this policy at least every two years to make sure it remains relevant and accurate, or more frequently where:

- Legislation, regulation or industry changes require otherwise, making sure that it continues to meet our aims and industry best practice.
- We identify any problems or failures in this policy or procedure as a result of customer, colleague or stakeholder feedback, complaints, or findings from an independent organisation.
- We become aware of any circumstances which may affect the content of this policy.

5. Version Control

Version	Checked by	Amendments	Date of Approval	Review date
V1.0	Director Fund Management	Policy adoption.	Feb. 2026	Feb. 2028